

## **Phat Rentals Limited Rental Agreement Terms and Conditions of Hire ("the Agreement")**

### **1. General**

- 1.1. This Agreement consists of these Terms and Conditions and the details that you have entered into the booking form ("the Booking") on the Phat Rentals website.
- 1.2. This Agreement is entered into between Phat Rentals Limited ("Phat Rentals/us") and the person/entity named as the Hirer on the Booking ("the Hirer/you").

### **2. Rental of Vehicle**

- 2.1. Phat Rentals agrees to rent the vehicle and accessories more particularly described in the Booking ("the Vehicle"), and the Hirer agrees to take on the rental of the Vehicle, on the terms set out in this Agreement and the Booking.

### **3. Term of Hire, Collection, & Cancellation**

- 3.1. The term of hire shall be for the period as described on the Booking but shall not be less than 3 days ("the Term of Hire").
- 3.2. At the start of the Term of Hire Phat Rentals will make the keys and the Vehicle available to the Hirer at Phat Rental's yard at 90 Buchanan's Road, Christchurch or at a secondary location as Phat Rentals may in their absolute discretion (but without having any obligation to) agree with you in advance of the Term of Hire and in writing.
- 3.3. The parties agree that risk for the Vehicle and any accessories shall pass to the Hirer at the time that the Hirer has the keys and Vehicle made available to them.
- 3.4. If the Hirer wishes to cancel the hire within 14 days of the Term of Hire then Phat Rentals reserves the right to charge a cancellation fee of up to 20% of the total cost of the hire which will be deducted from the Bond.
- 3.5. Should the Hirer wish to terminate the hire early during the Term of Hire and having already collected the Vehicle then there is NO OBLIGATION by Phat Rentals to provide a refund for the balance of the Term of Hire. A full or partial refund may be given in extenuating circumstances or on compassionate grounds at the sole discretion of Phat Rentals.

### **4. Persons who may drive Vehicle**

- 4.1. The Hirer must ensure that the Vehicle is driven only by the Hirer or by the persons named on the Booking as "Other Drivers".
- 4.2. Each driver must hold a current full driver licence that is appropriate for the Vehicle at all times when they are driving the Vehicle.
- 4.3. The Hirer hereby consents to Phat Rentals checking the validity and currency of any driver licence used in connection with the rental.

## **5. Payments by Hirer**

- 5.1. The Hirer shall pay the amount specified in the Booking to Phat Rentals as payment for the hire of the Vehicle for the period of hire ("the Hire Fee").
- 5.2. A deposit of 20% of the Hire Fee must be paid online via Stripe at the time that the booking is made ("the Deposit"). No booking shall be confirmed until payment of the Deposit is received by Phat Rentals.
- 5.3. The balance of the Hire Fee must be paid in full either online via Stripe prior to the Term of Hire or by eftpos at the time of collection of the Vehicle. .
- 5.4. Phat Rentals reserves the right to decline to provide the Vehicle to you or to cancel the hire should payment of the Hire Fee not be received in full at the commencement of the Term of Hire.
- 5.5. The Hire Fee includes 250 kilometers of travel in the Vehicle per day. You will incur an additional fee of 30c for every kilometer travelled in excess of that which will be charged to your credit card.
- 5.6. The Hirer shall pay for all petrol or other fuel (but not oil) used in the Vehicle during the period of hire and must return the Vehicle with a full tank of petrol. If the Vehicle is returned requiring fuel then the Hirer shall pay the cost of filling the petrol tank up together with an additional administration fee of \$100.
- 5.7. The Hirer is liable for any costs incurred by or in relation to contamination of fuel, drainage of incorrect fuel, refueling with the correct fuel, towing required and any engine, fuel and ignition systems, or drive train damage related to the incorrect fuel being used.
- 5.8.** Phat Rentals will deduct, and the Hirer authorises Phat Rentals to deduct, any costs or charges required to be paid by the Hirer under the Booking and this Agreement from the Hirer's credit card during or after the Term of Hire (and the Hirer agrees not to revoke this authority without the written consent of Phat Rentals). Without limiting Phat Rentals' rights under this clause 5, Phat Rentals will endeavor to contact the Hirer to discuss any such charges (other than rental charges) before making any deduction.
- 5.9. If the Hirer fails to pay any money due under or in connection with the Booking and Agreement within 14 days of the due date for payment, then Phat Rentals may, without prejudice to any other rights or remedies that Phat Rentals may have, charge the Hirer an amount equal to the reasonable costs incurred by Phat Rentals in connection with the collection of any unpaid money, including costs charged by any debt collection agency and any legal fees together with interest on the amount outstanding calculated daily at a rate of 15% p.a.

## **6. Bond**

- 6.1. The Hirer must provide a credit card to Phat Rentals at the commencement of the Term of Hire and provides an irrevocable authority for Phat Rentals to place a pre-authorisation charge on that credit or debit card in the amount of the applicable Bond in accordance

with clause 6.3 below.

6.2. The Hirer further agrees that Phat Rentals may charge that credit card for any amounts that may become owing to Phat Rentals under the Booking and this Agreement. At the end of the Term of Hire, once final charges have been calculated, any unused portion of the pre-authorisation will be refunded to the Hirer by their bank. Should the final charges exceed the amount of the Bond then you will owe us the shortfall and authorise us to deduct all such charges from the credit card that you have provided us.

6.3. The bond that the Hirer will pay to Phat Rentals by way of a pre-authorisation on their credit card prior to the commencement of the Term of Hire will be:

(a) Hirer aged 25 and up - \$1,000.00

(b) Hirer aged 21 to 25 - \$1,500.00

("the Bond")

## **7. Hirer's Obligations**

7.1. The Hirer shall ensure that:

(a) The water in the radiator and battery of the Vehicle is maintained at the proper level;

(b) The oil in the Vehicle is maintained at the proper level;

(c) The tyres are maintained at their proper pressure. Punctures and tyre repairs are the Hirer's responsibility;

(d) All reasonable care is taken in handling and parking the Vehicle and that it is left securely locked when not in use; and

(e) Only the Hirer and any other drivers that are named in the Booking drive the Vehicle.

7.2. The Hirer shall not:

(a) use or permit the Vehicle to be used for the carriage of passengers for hire or reward unless the Vehicle is hired with the knowledge of Phat Rentals for use in a passenger service licenced under Part 4A of the Land Transport Act 1998 or exempted for licencing under that Act;

(b) Sublet or hire the Vehicle to any other person;

(c) Allow the Vehicle to be operated outside of their authority;

(d) Operate the Vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against Sections 56, 57, 57AA, 57A, or 58 of the Land Transport Act 1998 (which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drugs);

- (e) Operate the Vehicle or permit it to be operated in any race, speed test, pace notes, rally, or contest, or on any closed road or non-public roadway;
- (f) Operate the Vehicle or permit it to be operated to propel or tow any other vehicle;
- (g) Carry any animals in the Vehicle. Guide dogs are exempt with correct documentation provided in advance.
- (h) Operate the Vehicle or permit it to be operated in breach of the Land Transport Act 1998, Land Transport (Road User) Rule 2004, or any other Act, regulations, or bylaws relating to road traffic;
- (i) Operate the Vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the Vehicle which are as follows;
- (j) Drive or permit the Vehicle to be driven by any person if at the time of his driving the vehicle the hirer or other person is not the holder of current driver licence appropriate for the Vehicle;
- (k) Smoke in the Vehicle, nor allow any passenger to smoke in the vehicle. A minimum cleaning charge of \$200 will apply should the hirer or passengers smoke in the vehicle.

## **8. Insurance & Hirer's Liability**

8.1. Subject to the exclusions set out below, and payment of the Excess the Hirer and any driver authorised to drive the vehicle is fully indemnified in respect of any liability they might have to Phat Rentals in respect of loss or damage to the Vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of Phat Rentals including towing and salvage costs associated with the recovery of the Vehicle and its accessories and spare parts.

**8.2.** In the event of any accident or damage the applicable insurance Excess must be paid by the Hirer.

8.3. The applicable insurance excesses are:

- (a) Hirer aged 25 and up - \$1,000.00
- (b) Hirer aged 21 to 25 - \$1,500.00

("the Excess")

8.4. The Hirer will not have to pay the Excess if we agree that the Hirer was not at fault and the Hirer supplies Phat Rentals with the name and contact details of any third party the Hirer believes is at fault along with the insurer details for that third party and Phat Rentals reasonably believes that the third party insurer will agree to pay Phat Rentals for the damage.

8.5. Subject to the exclusions set out below, the Hirer and any driver authorised to drive the Vehicle are indemnified in respect of any liability they might have for damage to any property (including injury to any animal) belonging to any other persons and arising out of the use of the vehicle.

8.6. Exclusions:

The indemnities referred to above shall not apply where the damage, injury or loss arises when:

- (a) The driver of the Vehicle is under the influence of alcohol or any drug that affects their ability to drive the Vehicle;
- (b) The Vehicle is in an unsafe or unroadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss, and the Hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the Vehicle;
- (c) The Vehicle is operated in any race, speed test, pace notes, rally, or contest, or on any closed road or non-public roadway;
- (d) The Hirer is not a body corporate or government body and the Vehicle is driven by any person other than the Hirer and any other person named on the front of this agreement;
- (e) The Vehicle is driven by any person who at the time when they drive the Vehicle, does not hold or is disqualified from holding a driver's licence appropriate for that vehicle;
- (f) The Vehicle is willfully or recklessly damaged by the Hirer or any person named in the Agreement, or driving the Vehicle under the authority or with the consent of the hirer, or is lost as a result of willful or reckless behaviour of the Hirer or any such person.
- (g) The Vehicle is operated on any of the following roads; Ball Hut, Mt Cook; Skippers Canyon Rd, Queenstown; 90 Mile Beach, Northland; or any unsealed private roadway; or is submersed in water, including crossing of fords, creeks streams or rivers;
- (h) The Vehicle including its accessories is damaged due to incorrect fitting of snow chains, ski or snowboards and bicycle carriers;
- (i) The Vehicle is operated outside the term of the hire or any agreed extension of that term;
- (j) The Vehicle is involved in a single vehicle accident or receives damage to the roof or undercarriage from reckless behavior or negligence;

8.7. It is agreed between Phat Rentals and the Hirer that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance. The Hirer acknowledges that they are aware of the above exclusions, by their entry into this Agreement.

8.8. The Hirer is liable for any parking, traffic infringement and offences, road tolls, impoundment, towage and storage fees and associated costs and will supply relevant details as required by the Police and/or Phat Rentals relating to any such parking or traffic infringement and offences, road tolls, impoundment, towage and storage. An administration fee will be payable of up to \$40.00 per infringement, toll or offence.

8.9. The Hirer agrees that where this Agreement is entered into for the purposes of a business then the Consumer Guarantees Act 1993 shall not apply to the vehicle hireage arrangement and subject to the expressly stated provisions of this Agreement, Phat Rentals shall not be liable for any consequential loss or any other indirect loss arising from the hire of the Vehicle.

## **9. Rejection of Insurance**

9.1. If insurance is rejected due to an act or omission of the Hirer then the Hirer accepts that the Vehicle is hired to them at their own risk in respect of loss of or damage to the Vehicle and consequential loss by Phat Rentals. The Hirer acknowledges that they may be liable to Phat Rentals for any loss of or damage to the Vehicle and consequential loss.

## **10. Breakdown**

10.1. All Vehicles are registered with the Automobile Association (AA) for 24 hour roadside assistance which covers all mechanical and non-mechanical breakdowns. If a call out is made the AA will require the Hirer to pay the relevant call out fee at the time of the roadside assistance which is currently \$110 for rural and \$95 for suburban.

10.2. If the breakdown is mechanical and does not involve any error or fault of the Hirer or any other person (in the opinion of the service provider) Phat Rentals will refund the relevant call out fee to the Hirer.

10.3. If the breakdown is non-mechanical or is the fault of the Hirer (in the opinion of the service technician), the Hirer will be liable to pay the relevant call out fees (common examples are lost, keys, lights left on, wrong fuel used etc).

10.4. If there is a breakdown, defect, or mechanical fault with the Vehicle, the Hirer must notify Phat Rentals as soon as practicable. If the Hirer fails to notify Phat Rentals in a timely manner then the Hirer may be liable for any resulting damage or costs.

10.5. If a warning light appears in the Vehicle, the driver must stop driving immediately and contact the AA for assistance, then notify Phat Rentals.

10.6. If the Vehicle becomes unfit to drive due to a breakdown that was not the fault of the Hirer, Phat Rentals will refund to the Hirer the rental charges that relate to the period during which the Vehicle could not be used and will arrange the repair or replacement with another vehicle as soon as practicable.

## **11. Accident or Crash**

11.1. In the situation that the Vehicle is stolen, or the Hirer is involved in any accident, crash, or other incident the Hirer must:

- (a) Notify Phat Rentals of the full circumstances of any accident or damage to the Vehicle or its accessories as soon as possible after becoming aware of such accident or damage; and
- (b) Complete all necessary paperwork (including all insurance documents) in connection with the accident or damage as soon as practicable. The Hirer acknowledges and agrees that failure to comply with this clause may compromise any ability to claim under insurance and that the Hirer will be liable for all costs relating to any damage and any consequential loss

11.2. If the Vehicle is involved in an accident or crash, the Hirer also must:

- (a) Notify the NZ police and obtain a police report where practicable;
- (b) Not make any admission of liability; and
- (c) Where possible, take some photos of the accident site and the damaged vehicles and provide these to Phat Rentals.

11.3. The Hirer shall not arrange or undertake any repairs or salvage without the express authority of Phat Rentals except to the extent that the repairs or salvage are necessary to prevent further damage to the Vehicle or to other property. The Hirer shall ensure that no person shall interfere with the distance recorder or speedometer or, except in an emergency, any part of the engine, transmission, braking, or suspension systems of the Vehicle.

**11.4.** If the Vehicle is stolen or rendered unfit to drive after an accident, crash, or other incident and in Phat Rentals' reasonable opinion you are not at fault then Phat Rentals will arrange for repair or a replacement vehicle as soon as practicable.

## **12. Phat Rentals' Obligations**

12.1. Phat Rentals shall supply the Vehicle in a safe and roadworthy condition with a current Warrant of Fitness, registration, and up to date road user charges (if applicable).

12.2. Phat Rentals shall be responsible for all ordinary and extraordinary costs of running the Vehicle during the term of the hire except to the extent that by the terms of the Booking and this Agreement those costs are payable by the Hirer.

## **13. Return of the Vehicle**

13.1. The Hirer shall deliver the Vehicle to 90 Buchanans Road, Christchurch at the time and date specified on the Booking ("the Return Time").

13.2. Other return locations may be available with the discretion of Phat Rentals and must be agreed in writing prior to the Term of Hire. Phat Rentals reserves the right to charge you a relocation fee when the Vehicle is left at any other agent or business address or any other place other than at 90 Buchanan's Road, Christchurch and you will be notified of this fee in advance.

13.3. The Hirer shall return the Vehicle in the same clean and tidy condition at the expiry of the

Term of Hire as the Vehicle was at commencement of the Term of Hire. Phat Rentals will inspect the Vehicle at the time of return and will confirm that the Vehicle has been returned in satisfactory condition.

- 13.4. Phat Rentals will refund any sums pre-authorized against your credit card upon the successful inspection as at 13.3 above less any deductions that we are authorised to take pursuant to the Booking and this Agreement.
- 13.5. A surcharge for cleaning may be imposed upon the Hirer if cleaning is required to restore the Vehicle to its pre hire condition.
- 13.6. The Term of Hire will cease and risk for the Vehicle and any accessories will pass back to Phat Rentals at the time that the Vehicle and keys are passed to a representative of Phat Rentals, whether it be at 90 Buchanans Road, Christchurch or any alternative location that is agreed.

#### **14. Immediate return of Vehicle where default**

- 14.1. Phat Rentals shall have the right to terminate this Agreement and take immediate possession of the Vehicle if the Hirer fails to comply with any of the terms of this Agreement. The termination of the hire under the authority of this clause shall be without prejudice to the other rights of Phat Rentals and the rights of the Hirer under the Agreement or otherwise.